

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
CORPUS CHRISTI DIVISION

|   |   |                              |
|---|---|------------------------------|
| BRENT MCPHERSON, Individually               | } | Civil Action No. 2:14-cv-113 |
| and on Behalf of Others Similarly Situated, | } |                              |
|   | } |                              |
| Plaintiffs,                                 | } | Jury Trial Demanded          |
|   | } |                              |
| v.  | } |                              |
|   | } |                              |
| LEAM DRILLING SYSTEMS, LLC,                 | } | Collective Action            |
|   | } |                              |
| Defendant.                                  | } |                              |
| _____                                       | } |                              |

COLLECTIVE ACTION COMPLAINT

SUMMARY

1. Brent McPherson brings this collective action against LEAM Drilling Systems, LLC to recover the unpaid overtime wages owed to LEAM Drilling's drilling workers – specifically Directional Drillers (Drillers) and MWD/LWD Field Operators (Operators) under federal law.

JURISDICTION & VENUE

2. This Court has jurisdiction over the subject matter of this action under 29 U.S.C. § 216(b) and 28 U.S.C. § 1331.

3. Venue is proper under 28 U.S.C. § 1391 since a substantial part of the events giving rise to this claim occurred in this District and Division. For example, McPherson worked a significant portion of his time for LEAM Drilling in this District and Division without receiving proper overtime compensation. In addition, McPherson resides, and LEAM Drilling is headquartered, in this District.

## PARTIES

4. McPherson was an Operator employed at LEAM Drilling. He regularly worked more than 12 hours a day, and 40 hours a week, without receiving the overtime pay required by federal law. His written consent is attached.

5. McPherson brings this action on behalf of himself and all other similarly situated Drillers and Operators under §16(b) of the FLSA 29 U.S.C. §216(b) (the “FLSA Class”). The FLSA Class was subjected to the same FLSA violations as McPherson and is properly defined as:

**All Drillers and Operators employed by LEAM Drilling during the past 3 years.**

The members of the FLSA Class are ascertainable from LEAM Drilling’s business records, particularly its personnel records.

6. LEAM Drilling is a limited liability company headquartered in the Southern District of Texas.

## FACTUAL ALLEGATIONS

7. LEAM Drilling is a full-service provider of directional and horizontal drilling services to the oil and gas industry.<sup>1</sup> It operates in several states, including Colorado, Louisiana, North Dakota, Oklahoma, Pennsylvania, Texas, West Virginia, and Wyoming.<sup>2</sup> In each of the past 3 years, LEAM Drilling’s revenues have exceeded \$50 million.

8. McPherson and all those similarly situated to him worked for LEAM Drilling as Drillers and/or Operators. Drillers and Operators work together in two man teams performing skilled technical services, usually at the wellsite. Drillers and Operators use tools, hard hats, and machinery produced for commerce within the meaning of the FLSA.

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<sup>1</sup> <http://www.lead.net/>

<sup>2</sup> <http://www.lead.net/contact-us2/lead-locations>

9. No advanced degree is required to become either a Driller or an Operator. In fact, LEAM Drilling regularly hires Drillers and Operators with only a high-school diploma (or less).

10. Drillers and Operators are blue collar workers. They rely on their hands, physical skills, and energy, to perform manual labor in the oilfield. Unsurprisingly, LEAM Drilling requires them to have “strong mechanical skills.”

11. Drillers and Operators work long hours. Indeed, LEAM Drilling informs applicants they will regularly more than 40 hours a week, and to be on-call 24/7, during every workweek.

12. While in the field, Drillers and Operators regularly work more than 12 hours in a day, and more than 80 hours in a week. As an example, McPherson averaged 12 (or more) hours per day, each day that he worked.

13. But LEAM Drilling did not pay its Drillers and Operators overtime for hours worked in excess of 40 in a workweek.

14. Instead, LEAM Drilling pays Drillers and Operators a base salary, plus daily field pay (sometimes known as a “field bonus”) for each day worked out in the field. This daily field pay is not overtime pay, but rather a lump sum payment that must be included in the Drillers and Operators’ regular rates of pay.

15. As a result of LEAM Drilling’s pay policies, McPherson and the FLSA Class were denied the overtime pay required by federal law.

16. LEAM Drilling knew, or showed reckless disregard for whether, McPherson and the FLSA Class were entitled to overtime pay under federal law.

### COLLECTIVE ACTION ALLEGATIONS

17. McPherson brings the claim under the FLSA as a collective action on behalf of those who opt-in to this case pursuant to 29 U.S.C. § 216(b).

18. The members of the FLSA Class are similarly situated in all relevant respects. While their precise job duties might vary somewhat, these differences don't matter for the purposes of determining their entitlement to overtime. They are all blue-collar workers entitled to overtime after 40 hours in a week. And like McPherson, the members of the FLSA Class work long hours.

19. However, like McPherson, they were all paid according to its "salary" plus day-rate system.

20. Thus, LEAM Drilling's Drillers and Operators are similarly situated within the meaning of 29 U.S.C. § 216(b).

21. LEAM Drilling employed at least 100 Drillers and 100 Operators in the United States during the past 3 years. These workers are geographically disbursed, residing and working in states across the country. Because these workers do not have fixed work locations, Drillers and Operators may work in different states across the country in the course of a given year.

22. Absent a collective action, many members of the FLSA class likely will not obtain redress of their injuries and LEAM Drilling will retain the proceeds of its violations of the FLSA.

23. Furthermore, individual litigation would be unduly burdensome to the judicial system. Concentrating the litigation in one forum will promote judicial economy and parity among the claims of individual members of the classes and provide for judicial consistency.

### CAUSE OF ACTION Violation of the FLSA

24. McPherson incorporates the preceding paragraphs by reference.

25. At all relevant times, LEAM Drilling has been an employer engaged in interstate commerce and/or the production of goods for commerce, within the meaning of the FLSA.

26. LEAM Drilling employed McPherson and each member of the FLSA Class.

27. LEAM Drilling's pay policy denies Drillers and Operators overtime for hours worked in excess of 40 per week.

28. LEAM Drilling's failure to pay McPherson and the FLSA Class overtime at rates not less than one and one-half times their regular rates violates 29 U.S.C. § 207.

29. The foregoing conduct constitutes a willful violation of the FLSA. Due to LEAM Drilling's FLSA violations, McPherson and the members of the FLSA Class are entitled to recover from LEAM Drilling their unpaid overtime compensation, an equal as liquidated damages, reasonable attorneys' fees, costs, and expenses of this action.

#### **JURY DEMAND**

30. McPherson demands a trial by jury.

#### **PRAYER**

WHEREFORE, Plaintiffs pray for:

- a. An order designating the FLSA Class as a collective action and authorizing notice pursuant to 29 U.S.C. § 216(b) to all Drillers and Operators to permit them to join this action by filing a written notice of consent;
- b. A judgment against LEAM Drilling awarding Plaintiffs and the FLSA Class all their unpaid overtime compensation and an additional, equal amount, as liquidated damages;
- c. An order awarding attorneys' fees, costs, and expenses;

- d. Pre- and post-judgment interest at the highest applicable rates; and
- e. Such other and further relief as may be necessary and appropriate.

Respectfully submitted,

**BRUCKNER BURCH PLLC**

/s/ **Rex Burch**

By: \_\_\_\_\_

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**NOTICE OF CONSENT**

I consent to be a party plaintiff in this action and, if necessary, a subsequent action, to recover any unpaid wages owed to me by LEAM Drilling

Brent McPherson  
Brent McPherson (Apr 2, 2014)

\_\_\_\_\_  
Signature

Brent McPherson

\_\_\_\_\_  
Full Legal Name (print)